



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Eldred Central School District and Eldred Central School District Faculty Association (2004) (MOA)**

Employer Name: **Eldred Central School District**

Union: **Eldred Central School District Faculty Association**

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **4976**

Unit Size: **72**

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA \ 4976

AGREEMENT

between

**ELDRED CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

and

**ELDRED CENTRAL SCHOOL DISTRICT
FACULTY ASSOCIATION**

July 1, 2004 - June 30, 2008

RECEIVED

NOV 26 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

72

TABLE OF CONTENTS

ARTICLE I	RECOGNITION AND DUES DEDUCTION.....	3
ARTICLE II	DEFINITIONS.....	4
ARTICLE III	NEGOTIATION PROCEDURES.....	4
ARTICLE IV	PROFESSIONAL PRACTICES COMMITTEE.....	4
ARTICLE V	DISTRICT RIGHTS.....	5
ARTICLE VI	EMPLOYEE RIGHTS.....	5
ARTICLE VII	ASSOCIATION RIGHTS.....	5
ARTICLE VIII	ANNUAL PROFESSIONAL PERFORMANCE REVIEW.....	6
ARTICLE IX	TEACHER FILES.....	7
ARTICLE X	PROBLEM PUPILS AND DISRUPTIVE PUPILS.....	7
ARTICLE XI	TEACHER PROTECTION IN ASSAULT CASES.....	8
ARTICLE XII	TEACHER DAY.....	8
ARTICLE XIII	VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS.....	9
ARTICLE XIV	LEAVE OF ABSENCE.....	10
ARTICLE XV	FAMILY LEAVE.....	10
ARTICLE XVI	LONG TERM LEAVE OF ABSENCE.....	11
ARTICLE XVII	PROFESSIONAL IMPROVEMENT.....	11
ARTICLE XVIII	SUMMER DEVELOPMENT PROGRAM.....	13
ARTICLE XIX	COMPENSATION.....	13
ARTICLE XX	GRIEVANCE PROCEDURE.....	15
ARTICLE XXI	BENEFITS.....	18
ARTICLE XXIV	MANDATED PROVISIONS OF LAW.....	19
ARTICLE XXV	TERM OF AGREEMENT.....	19
SCHEDULE A	SALARY SCALE.....	20
SCHEDULE B	COACHING SCHEDULE.....	21
SCHEDULE C	EXTRA DUTY SCHEDULE.....	22

AGREEMENT MADE BETWEEN THE ELDRED CENTRAL SCHOOL DISTRICT SUPERINTENDENT OF SCHOOLS AND THE ELDRED CENTRAL SCHOOL DISTRICT FACULTY ASSOCIATION, HEREINAFTER REFERRED TO AS THE ASSOCIATION.

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE I RECOGNITION AND DUES DEDUCTION

A. RECOGNITION:

1. The Board recognizes the Association as the sole and exclusive representative for all employees in the bargaining unit; that is, for all full-time School District certified employees, except those who are supervisory and/or administrative personnel.
2. The Board agrees that the Association shall be the sole and exclusive bargaining representative for the unit described in Article I, Section A (I), for the purposes of collective bargaining and airing of grievances for the period of this Agreement.

B. DUES DEDUCTION AND AGENCY FEE DEDUCTION:

1. The District agrees to deduct from the salaries of members of the Association, dues for the Eldred Central School Faculty Association and its affiliates.
2. The Eldred Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and shall submit the sum so deducted to the Association.
The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff except as otherwise mandated by law.
3. The District shall make these deductions in the following manner:
 - a) The deductions will be made in equal installments each paycheck beginning with the first paycheck in October.
 - b) The District shall transfer said deducted amounts to the Association.
4. The Association hereby agrees to indemnify and hold the District harmless from any and all liability or damages, including reasonable legal fees, costs, disbursements, and out of pocket expenses the District may sustain as a result of making payroll dues deductions. The Association to whom payment shall be made shall become solely responsible for the disposition of such funds so deducted upon receipt thereof, provided, however, the District shall remain liable for all monies deducted from paychecks but not paid to the Association.

ARTICLE II DEFINITIONS

Except as otherwise provided in this Agreement, the following terms used in this Agreement shall be interpreted as follows:

- | | | |
|-----|----------------------|--|
| 1. | District | Eldred Central School Board of Education |
| 2. | Superintendent | Chief School Administrator or C.S.A. (CSA) |
| | Administration | The CSA or his/her designee |
| 3. | Principal | Building Administrator |
| 4. | Association | Eldred Central School District Faculty Association |
| 5. | Teacher or employee | A person in the unit represented by the Association |
| 6. | Full Time Teacher | A teacher who is scheduled to work a full day each day of the entire school year and will be eligible for all benefits under this Agreement. |
| 7. | Full Time Substitute | After twenty consecutive days of Substitute teaching for the same position, the substitute will be put on step one of the contract Agreement. That teacher will remain on step one while a full time substitute. Once placed on step one of this contract, this teacher will be eligible for all benefits under this contract except for leaves of absence and graduate tuition reimbursement. |
| 8. | Leave Replacement | Leave Replacement and Long Term Substitutes shall be subject to all provisions of the contract related to provisional non-tenured teachers except for tuition reimbursement and leaves of absence. In addition, a "Leave Replacement / Long Term Substitute" is eligible to receive credit pay for graduate credits earned (subject to verification by the Superintendent or his/her designee) |
| 9. | School Day | Any day when school is in session and students are required to be in attendance including Superintendent's Conference days. |
| 10. | Day | A calendar day. |
| 11. | Coordinator | Curriculum Coordinator working in conjunction with the Administration to implement NYS Standards in the classroom. |
| 12. | Teaching Assistant | Person certified by The New York State Education Department who may act under the general supervision of a certified teacher |

ARTICLE III NEGOTIATION PROCEDURES

- A. In the event that either party desires to terminate this Agreement at the end of its specific term, it shall give notice to the other party by Registered Mail no later than February 15 of the termination year. If neither party gives notice on or before that date of their desire to terminate the agreement, it shall continue for an additional one year period upon the same terms and conditions applicable to the last year of this Agreement.
- B. In the event that either party terminates this agreement the parties will enter into good faith negotiations for a successor Agreement no later than February 15.

ARTICLE IV PROFESSIONAL PRACTICES COMMITTEE

- A. The Superintendent or designee shall meet as necessary with representatives of the Association to discuss educational policy and development, professional standards and certification, as well as matters relating to implementation of this Agreement. Such meetings shall be held after normal school hours. A member or members of the Board may be present at such meetings as observers at the request of either the administration or the Association.
- B. The function of this committee will be to cooperate in the formulation of policies and recommend procedures involving the operation of the school. They shall also make effective recommendations of solutions to problems as they arise. It is understood that the Superintendent must approve such solutions and matters of agreement at the building level, as well as those matters outside of the scope of this Agreement.

ARTICLE V DISTRICT RIGHTS

The Association recognizes and acknowledges that the Board has exclusive rights with regard to the appointment, assignment, duties, transfer and termination of employee services as established or required by law and precedent.

ARTICLE VI EMPLOYEE RIGHTS

- A. Tenured teachers shall be disciplined or discharged only for just cause. There shall be assurance of continued employment for satisfactory service if the position is still required. In determining staff positions, the Board's decision is final and cannot be grieved.
- B. Probationary Teacher:
 - 1. A probationary teacher will serve a probationary period that conforms to NYS Education Law.
 - 2. A probationary teacher may be dismissed by the Superintendent upon thirty- (30) day's notice or pay therefore, and such dismissal shall not be subject to the grievance or arbitration procedure.
 - 3. Probationary teachers, in their first or second year in the District, shall be notified of their employment status at least thirty (30) days before the end of the school year plus fair dismissal notice. (This conforms to NYS Education Law).
 - 4. In the final year of a teacher's probationary period, he/she will be notified by the superintendent of his/her appointment or non-appointment to tenure 60 days before the end of his/her final year plus fair dismissal notice by the superintendent (This conforms to NYS Education Law).
 - 5. The probationary period may be terminated upon recommendation of the Superintendent and an affirmative vote by the majority of the Board.
 - 6. Teachers on probation as to whom recommendation is to be made that appointment to tenure not be granted or that their services be discontinued shall, at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the Board meeting at which it is to be considered. Up to 21 days before the meeting the teacher may demand a written statement of the reasons for the recommendation and such is to be furnished within seven (7) days. The teacher may file a written response up to seven (7) days before the meeting.
 - 7. A tenure appointment shall require recommendation by the Superintendent and an affirmative vote by the majority of the Board. Thereafter the teacher shall be notified in writing. If the Board does not act but allows the probationary period to expire, and continues the teacher's employment, thereby evidencing acquiescence in continued service over a period of time, such action shall amount to appointment of tenure.
 - 8. A probationary teacher who attained tenure in a previous district can be granted tenure any time within a two-year period.
- C. All teachers shall be treated in a fair and equitable manner.

ARTICLE VII ASSOCIATION RIGHTS

- A. The Association may utilize facilities in any building for Association activities after school hours provided that:
 - 1. Application for use is made to the Superintendent or his/her designee or, if the established policy of the Board requires, to the Superintendent, prior to the intended use.
 - 2. The meetings do not conflict with faculty meetings or other school activities.
 - 3. Any such use shall be in compliance with established policy and rules and regulations of the Board.
- B. One day of each month shall be set aside for Association meetings. The Administration shall schedule no other meetings which includes faculty members on that day except when an extreme emergency or an unforeseen circumstance intervenes which necessitates the scheduling of a meeting by the Administration.
- C. The Association shall be afforded the opportunity to call a meeting of the Association after the completion of the Orientation Meeting in September.
- D. Mail boxes may be utilized by the Association for dissemination of organizational communications.

- F. Bulletin boards located in the Faculty rooms may be used by the Association for organizational purposes.
- F. The Administrators and the Board shall not interfere in the internal policies of the Association and shall respect privacy for all Association meetings.
- G. When feasible, the Board shall make available at least one room in each building to be reserved as Faculty lounges for the use of the Faculty and their guests. The room shall include duplicating equipment, and, if possible at the sole discretion of the board, after separate approval by the Board, a computer, professional books and materials.
- H. The Association shall be furnished copies of all written Board policies and Administrative regulations applicable to this Agreement. Copies of such written Board policies and administrative regulations in the possession of building administrators shall be made available for examination by teachers promptly upon request. The Association shall also receive a copy of the tentative agenda no less than twenty-four (24) hours prior to each regular meeting of the Board, and upon request, a copy of the official Board minutes.

ARTICLE VIII ANNUAL PROFESSIONAL PERFORMANCE REVIEW

- A. Evaluation of personnel is the responsibility of the administration.
- B. All observations of teaching performance shall be conducted openly with full knowledge of the teacher and shall contain recommendations for improvement when deficiencies are found.
 - 1. Non-tenured teachers shall be notified at least three (3) days in advance of the first observation in their first year in the District.
 - 2. All tenured teachers shall have the choice to be observed either yearly, or to be observed once every 3 years with the choice of doing a pre-approved project by the building principal on years they are not formally observed.
 - 3. In addition to formal observations, the Superintendent or his designee may observe a teacher at any time.
- C. Teachers shall be furnished a copy of each observation or evaluation report before it is placed in the teacher's official file. A conference shall be held between the evaluator and the teacher within seven (7) school days after the evaluation report is given to the teacher. No evaluation report shall be placed in a teacher's file until a conference is held and until the teacher has signed it. If after seven (7) days following the conference, the teacher has not signed the report, it will automatically be placed in the teacher's file.
- D. Teacher performance in extra-curricular activities assignment shall not be a valid consideration for evaluating the teacher's classroom performance.
- E. Evaluation Criteria

The following criteria shall be part of but not limited to those used as a basis for evaluation of classroom teachers:

- (1) Knowledge of the subject matter
- (2) Communication rapport with students
- (3) Classroom management and building of effective skills
- (4) Ability to adjust to varying situations
- (5) Teaching levels and ability levels of students

The following factors shall be considered when evaluating a teacher:

- (1) Teacher's load
- (2) Ability level of students
- (3) Number of students
- (4) Assistance given by supervisor personnel
- (5) The maturity level of students
- (6) The physical room assignments
- (7) Availability of resources
- (8) Experience of the teacher

- F. **Teacher Evaluation:** All teachers shall be observed when feasible and practical. Untenured teachers will be formally observed at least three times each year.
- G. **Improvement of the Instructional Program:** The primary purpose of evaluation is the improvement of the instructional program. If the performance of a teacher is not satisfactory, then said teacher must be so advised and be given time and continuing positive assistance to remedy the noted areas of unsatisfactory performance. Continuing positive assistance shall include, but not be limited to, at least one of the following: conferences, observations, demonstration lessons, departmental seminars, help in organization and use of materials, providing in-service and other training, arrangement for visitations by the teacher other classes/schools and provision for additional instructional material. A teacher shall have the right to continued employment unless otherwise evaluated as unsatisfactory. The District and the Association recognize that each teacher should be made aware of what is expected of the teacher. Standards for teacher performance shall be made known to all teachers and shall be equitable, reasonable and consistent for all teachers.
- H. The arbitrator, in any grievance filed pursuant to this Article, shall have no authority to review any determination with respect to whether an employee evaluated in accordance with this Article is satisfactory or unsatisfactory in the performance of his duties but only to determine whether the procedure of this Article were complied with by the District.
- I. **Teacher Goals:** Teachers will continue to submit yearly goals to their respective building principals. Teachers will write at least three goals (and strategies to achieve those goals) relative to, but not limited to, data, technology and professional improvement. All three of these goals are geared toward the improvement of instruction.

ARTICLE IX TEACHER FILES

- A. When the District shall receive a written complaint or derogatory information about a teacher which is to be placed in the teacher's file, such complaint and materials shall not be placed in the teacher's file until the teacher has had the opportunity to read such complaint or material. The teacher shall sign the complaint or material which shall constitute conclusive proof that the teacher read, understood and received such complaint or material but shall not indicate agreement with complaint or material. Such material shall be removed from a teacher's file upon presentation of evidence that such information or materials is false and inaccurate.
- B. A teacher has the right, upon request, to review the content of his/her own file at reasonable times and to make one copy of its contents. A representative of the Association may accompany the teacher at the time the file is reviewed. Privileged information such as confidential credentials or recommendations and related personal references shall not be subject to review. Such files shall be maintained by the District for not less than five years after termination of employment. The cost of copying the material shall be paid by the teacher, according to District policy.

ARTICLE X PROBLEM PUPILS AND DISRUPTIVE PUPILS

- A. The primary responsibility for discipline is that of the teacher. However, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control and discipline in the classroom pursuant to the Safe Schools Against Violence in Education (SAVE) Act.
- B. In cases where a pupil behaves in such a manner, either as a single and intolerable act, or persistently misbehaves bringing about a disruptive effect on the classroom situation, a teacher may temporarily remove this pupil from this and subsequent classes. The teacher will inform his/her immediate supervisor of the full particulars of the case, in writing, as soon as his/her teaching obligations allow. The teacher will be given a full written account of any disciplinary measures taken by this individual, the Superintendent or the Board pursuant to the Safe Schools Against Violence in Education (SAVE) Act.
- C. School authorities will endeavor to achieve correction of a student's misbehavior through counseling, as well as interviews with the teacher, student and his parents or guardian (and witnesses, when appropriate) when arranged. This may include, but not be limited to, a conference with the student and his parents or guardian.

ARTICLE XI TEACHER PROTECTION IN ASSAULT CASES

- A. The Board shall save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in injury to any person, or accidental damage to the property of any person within or without the school building provided such teacher at the time of the accident or injury was acting in discharge of his/her duties within the scope of his/her employment duties and/or under the direction of the Administration.**
- B. The Board shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of actions taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment.**
- C. The Board shall not be subject to the duties imposed here unless the teacher shall, within a 10 day period of time after he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original copy of the same to the Board.**
- D. All provisions of Education law 3023 and 3028 shall be in full force and effect.**

ARTICLE XII TEACHER DAY

- A. Teachers shall have a seven- (7) hour day. In addition to the 7 hour regular work day, teachers will be present for 80 minutes (in 2004-05), 120 minutes (in 2005-06), and 125 minutes (in 2006-07 and thereafter) per week of non-contact time. This time will be scheduled flexibly from Tuesday to Thursday on recommendation by a committee of teachers and administrators. This time is envisioned to include, but is not limited to: preparation time, curriculum work, training of teachers, team teaching planning time, mentoring, and data analysis. This time may not be scheduled consecutively with a monthly faculty meeting.**
- B. Every teacher in the unit shall be entitled to a 30-minute, duty free lunch period in the first five (5) hours of the school day.**
- C. All teachers shall be entitled to one full preparation period of not less than 37 minutes. All teachers must sign in and out of the building when leaving and when returning.**
- D. Teachers shall be permitted to leave school prior to dismissal upon approval of the Administration.**
- E. The work year for teachers shall not exceed 182 school days.**
- F. The school calendar shall be prepared by the Superintendent and submitted to a committee of the Association (on or before May 1) for its recommendations and be presented to the Board for its approval.**
- G. The professional staff shall attend faculty meetings called by the Administration and shall remain until all business has been completed. Such meeting shall not be more than 1 hour in length, where practicable, and be confined to one (1) per month. In the event it is necessary to call additional meetings, and except in the case of emergency, written notice shall be provided to every teacher no less than five (5) days prior to the meeting.**
- H. In addition to the monthly faculty meeting untenured staff may be scheduled for an additional meeting which shall not be more than 1 hour in length, where practicable, and shall be confined to one (1) per month. Untenured teachers may be required to complete a 30 hour course on the elements of instruction at the cost of the district.**
- I. The professional staff may be required to attend one (1) evening District sponsored meeting per school year at the discretion of the administration.**
- J. All teachers shall attend the commencement ceremony at their school; K-6 teachers will attend the 6th grade graduation and 7-12 the Senior Commencement Ceremony. Teachers with conflicts must notify and be approved by the administration to be excused from attendance.**

- K. Extra-curricular activities and duties which occur at a time other than the time designated as the regular school day shall be accepted on a voluntary basis only, with the sole exception that the professional staff may be required to chaperone/supervise (2) two extra curricular activities. These duties will be in the building of their main employment (i.e. high school personnel at the high school and Mackenzie personnel at the Mackenzie School) and will be single day events. Compensation will be based on schedules B & C. Whenever practicable the district will give (5) five days written notice.
- L. In the event a teacher is absent, the District shall make every effort to retain the services of a substitute.
- M. If a teacher is to be absent from work, the teacher shall notify the District whenever possible, 60 minutes prior to the opening of school or as soon as the teacher knows of such need.

ARTICLE XIII VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS

- A. The Board, in making any assignment, shall give full weight and consideration to the desires of the employee, previous experience, and qualification for a given position.
- B. Vacancies of all positions covered by this Agreement shall be filled pursuant to the following procedures:
 - 1. The existence of vacancies for any positions shall be posted, including a notice in every school within the system as far in advance of the date of filling such vacancy as possible (at least seven (7) days). Where the need to fill a vacancy or position arises when school is not in session, written notification by mail shall be given to certified personnel in that subject area.
 - 2. The notice of vacancy shall set forth a job description and qualifications for the position.
 - 3. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.
 - 4. When all factors are substantially equal, preference for positions will be given to qualified applicants already employed in the School District.
 - 5. All final applicants for such positions shall be notified, in writing.
- C. District personnel desiring a change in their teaching assignment shall make a written request to the Chief School Administrator no later than April 1st of the preceding school year. Such request shall indicate the change, why the change is desired, and the teacher's ability to fulfill the position requested.
- D. Teachers transferred from one tenure area to another tenure area shall retain all rights, privileges and tenure of the previous position held.
- E. Teachers will be notified of their assignment for the coming year as soon as the master schedule is prepared but not later than May 15th if possible establishing teacher assignments, every attempt will be made to equalize teacher load. If a change in teaching assignment is required following the May 15th date, the teacher involved will be notified of such change in writing as soon as possible.
- F. In the event the District requires the services of a qualified teacher to perform the duties of a teacher who is absent for an extended period of time, and a qualified substitute teacher is not available, and when a qualified teacher is currently employed by the district, but is teaching a full class load as defined by New York State Education Law, it may become expedient for the district to temporarily engage the services of the currently employed qualified teacher to teach a class above the number allowed by law subject to the teacher's acceptance of the additional assignment. The district agrees to compensate the teacher by applying the following formula to their current base rate of pay:

The amount of one-sixth (1/6) of the teacher's salary divided by one hundred-eighty (180) for each class period the teacher works during the temporary assignment.

Specific requirements and the expected term for the assignment shall be explained to the teacher in a memorandum from the Superintendent. Such assignment shall be for a limited period as mutually agreed upon and shall not remain a permanent assignment. The district will take appropriate and necessary steps to find a qualified long-term substitute in the event the assignment extends beyond a reasonable term. The

district may hire a qualified individual at any time to fill this opening by giving the teacher reasonable notice (5 workdays) to allow for a smooth transition.

ARTICLE XIV LEAVE OF ABSENCE

- A. Teachers may be absent for personal illness up to a maximum of twelve (12) days during a full school year without loss of salary. The twelve- (12) days shall be available for employee use after the first day of employment however, these days will be deemed as accruing in the course of the school year. Therefore, the employee who has used his days at a rate in excess of 1.2 days per month of employment, upon termination shall have a deduction of 1/200th made for each day taken in excess of the number earned. Days allowed in any one-year, which are not used, may accumulate to a maximum of 210 days in the year 2001-02, 215 in 2002-03 and 220 in 2003-04. A teacher may be required to furnish a physician's certificate in order to establish the validity of sick leave absence.
- B. A sick leave bank shall be established by the Association and the District for the purpose of providing additional sick leave to any employee who has exhausted his/her sick leave and who has an extended disability. Each employee who participates in the sick leave bank shall contribute one (1) day from accumulated sick leave to the bank within thirty (30) days of his or her employment or during the month of September in return for the right to draw upon the bank. The bank shall be renewable once all days contributed have been exhausted. All unused sick bank days shall be carried over into the following year. The sick leave bank shall be administered by a committee of two (2) teachers, appointed by the Association and two (2) Administrators, appointed by the District, who shall review requests for sick bank days and act upon such requests. The decisions of the above committee shall be final and binding upon the employees.
- C. Teachers may request in writing to be absent for personal reasons for four (4) days per school year without the loss of salary. Teachers using two (2) or more consecutive days shall be requested to give reasons acceptable to the Superintendent. Such request for leave must be submitted for approval by the Superintendent at least two working days in advance unless the event is of an emergency nature and is mutually agreed upon by both the employee and the Superintendent. Teachers shall not anticipate approval of requests involving days immediately prior to or subsequent to vacation periods or days on which the teacher is responsible for specially assigned duties in connection with the operation of school activities. Unused personal days shall be added to any accumulated sick leave at the end of the school year, not exceeding the maximum sick leave accumulation permitted for sick leave.
- D. Teachers who have unexcused absences from school district conferences (1/2 or full day) for which school is closed, shall forfeit 1/200th of their annual salary for each day missed.
- E. The Faculty Association's State delegate will be permitted to be absent for two days without loss of pay during the school year, without affecting any other leave of absence, in order to attend the State convention. The cost of substitute teachers during the absence of the representative will be borne entirely by the Association.
- F. In the event an exemption or a postponement from jury duty cannot be obtained by the District or the employee, leave shall be granted for involuntary and unexcused jury duty on County, State, or Federal juries for the time necessary. Proof of days served may be requested by the Administration.
- G. Teachers may take up to three bereavement days for immediate family (parents, siblings, spouse, and children) or for extended family members as agreed by the administration.

ARTICLE XV FAMILY LEAVE

Teachers shall be granted family leave without pay for the purpose of child rearing upon the following conditions or as otherwise specified by law:

- A. The teacher shall be required to give thirty (30) days advanced notice of the commencement of the leave. The notice shall state the date and termination of the leave and such leave shall not exceed one (1) year.
- B. The said leave of absence may be extended for one (1) or two (2) additional years upon written notice to the District at least ninety (90) days prior to the termination of the original leave.

- C. Notwithstanding the foregoing, the leave may be terminated sooner upon request of the teacher and approval of the District based upon availability of a position. However, where pregnancy is terminated prior to birth the leave may be terminated by the teacher upon sixty (60) days notice, such termination and return to duty to commence at the beginning of the next succeeding semester after the receipt of the aforementioned notice from the teacher provided that such request is accompanied by a physician's statement certifying that the teacher is physically able to return to work.
- D. The use of sick leave benefits shall be allowed by reason of physical disability caused by pregnancy, upon verification by the teacher's physician.
- E. No teacher on family leave shall be denied the opportunity to substitute in the Eldred Central School in the area of his/her competence.
- F. A teacher on family leave shall not accrue service time, seniority or accumulate sick leave, personal leave or any other benefit but shall, upon termination of leave and return to full-time employment with the District, receive the benefits such teacher would have been entitled to receive at the time child rearing leave began.
- G. This Article is also applicable for male or female teachers in the event of adoption. This article shall conform to all Federal and State Family Leave Legislation.

ARTICLE XVI LONG TERM LEAVE OF ABSENCE

- A. Long term leaves of absence without pay may be granted for professional and personal reasons.
- B. When a full time teacher applies for an unpaid leave of absence for any reason whatsoever, and the unpaid leave is granted, then the teacher shall not be eligible for personally accrued sick days or days from the sick bank during the unpaid leave of absence or any extension of it.
- C. If during the unpaid leave of absence the teacher becomes personally ill or disabled, he/she will not be eligible for such sick leave. Then at the end of the unpaid leave of absence, the teacher shall have the right to apply for his/her accumulated sick days or from the sick bank. At the time of application, reasons and duration shall be stated.
- D. Requests for long term leaves of absence must be submitted a minimum of thirty (30) days in advance of such leave subject to approval by the Board and must indicate the purpose for the leave and duration of the leave in order to be considered.
- E. A teacher on such leave may continue as a participant in the District health insurance plan providing the teacher pays the full premium.
- F. A teacher involved in an approved program who requires additional leave time may make application to the Board for an extension. Application for the extension must be submitted sixty (60) days prior to the end of the leave.

ARTICLE XVII PROFESSIONAL IMPROVEMENT

A. IN-SERVICE AND PROGRAM RELATED COURSES

- 1. In-service and program related courses shall mean any course not used to obtain graduate credit.
- 2. Teachers taking such courses shall be paid in accordance with the following:
 - a. A one-time payment based on an hourly basis listed in schedule C under Extra Duty Schedule.
 - b. All travel and tuition payments for in-service courses shall be paid by the District.
 - c. The teacher shall obtain specific written approval from the superintendent prior to taking the in-service training.

B. GRADUATE CREDIT COURSES

1. Teachers who wish to enroll in a program of studies at accredited colleges in order to obtain advanced degrees or to satisfy New York State Education Department requirements for their areas of certification or upon certification to earn credit hours that are related to their tenure or certification area within the school district, shall file a notice of intent with the Superintendent prior to taking such course or courses provided (following the protocol in 1a below), however, that in the event the teacher shall not be certified and the New York State Department of Education shall require a degree program or approved program for certification, specific written approval must be obtained from the Superintendent by the teacher prior to taking such course or courses. Approval shall be given by the Superintendent if such program satisfies New York State Education Department requirements for certification of teachers.
- 1a. By January 1st each year, members must submit a list of the number of credits that they will take during the subsequent fiscal school year (July-June). No tuition reimbursement will be made unless these credits are submitted to the superintendent for approval in a timely fashion. The employee is still eligible for credit pay.
2. Upon successful completion of a course, payment for each credit hour shall be made at the rate set forth in accordance with this Agreement. Payments shall commence at the beginning of the semester following the filing of satisfactory proof of successful completion of such course or courses. If a course shall be deemed by the superintendent not to be related to a teacher's tenure or certification area, the District may withhold payment and the teacher may file a grievance in accordance with this Agreement.
3. Limits:
 - a. Credit hours shall mean credit hours earned as herein above provided at an institution accredited by the New York State Board of Regents.
 - b. Credit hours for which compensation shall be payable shall include the aggregate number of credit hours earned prior to the execution of this Agreement or hereafter.
 - c. Subject to the provisions of this Article, teachers who have not earned a Master's degree shall be entitled to earn in the aggregate forty-five (45) credit hours beyond their Bachelor's degree. Teachers who have over forty-five (45) hours and are required to take an in-service course will be paid at the stated in-service rate.
 - d. Teachers who have earned a Master's degree shall be permitted to earn an aggregate of 60 credit hours beyond a Bachelor's degree, with the exception of those that already have more than this accepted by the district prior to July 1, 2004; said credit hours to include all credit hours earned for a Master's degree. Teachers who have over 60, hours and are required to take an in-service course will be paid at the stated in-service rate.

C. GRADUATE CREDIT PAYMENTS

1. Teachers will be reimbursed by the District for all tuition paid by such teacher with respect to credit hours and courses required for permanent certification and approved by the district (Master's Degree). No payment of tuition shall be made to such teacher until such teacher shall have provided the District with paid bursar's receipt for tuition and a certified transcript showing successful completion of such credit hours or courses. In the event that a teacher who has received reimbursement of tuition pursuant to this paragraph shall be employed by the District for a period of less than three consecutive school years (6 consecutive semesters) after the completion of their approved course of study, such teacher shall repay to the District the entire amount paid by the District within one year of the employees resignation, less the following prorated percentages for partial service to the district:

End of First Year	End of Second Year	End of Third Year
25%	50%	100%

In the event a teacher's position is abolished, there shall be no reimbursement made to the District for the money paid to the teacher. Repayment of the amount shall be upon such terms and conditions as the District shall approve.

In the event that such teacher shall fail to make such payment to the District, or shall default in making payments under any agreement or make such payments in installments, the District may institute an action to collect the amount due along with the costs, disbursements and out of pocket expenses of any such action including reasonable attorneys fees and may note such failure in such

teacher's file and advise prospective employers of any such pending litigation. A teacher's obligation to make payments under this paragraph shall not include additional compensation paid for credit hours earned pursuant to Sections 2, 3 or 4 of this Paragraph.

2. Teachers shall be paid at the current per-credit rate (below), for all credits related to education or to achieve the teacher's permanent certification.

2004-05	2005-06	2006-07	2007-08
\$70.00	\$73.00	\$76.00	\$79.00

3. Teachers may take the option of having the tuition payment or payments per credit hour at the prevailing rate. Teachers who have elected to receive tuition payments may convert to credit pay and have their tuition payments deducted from their credit pay until the entire tuition payment has been repaid to the district.

ARTICLE XVIII SUMMER DEVELOPMENT PROGRAM

The purpose of the Summer Development Program shall be to study at a university or college to increase knowledge and enrich the background in a teacher's academic area or related area or to participate in local, state or national programs, workshop, seminars or curriculum development. Tuition and fees will be paid by the District, pending approval of the Superintendent.

The teacher desiring the Summer Development Program shall present in full detail the purpose and reasons for pursuing the summer program by May 1st. After evaluating the presentation, the Superintendent may then grant or deny such requests and notify the teacher of its decision by June 1.

The Summer Development Program Is subject to the following restrictions:

1. A maximum of two (2) teachers will be considered in one year for the Summer Development Program.
2. A teacher will be considered after seven (7) years of service in the school district.
3. Compensation will be made on the basis of \$80 per day. The compensation to the teacher receiving additional funds (i.e., state, national or industrial) will be the difference between these additional funds received and the Eldred Central School District's rate.
4. A teacher is eligible to receive the above compensation for a maximum of thirty (30) school days, and upon documentary proof of the successful completion of the program.
5. Such compensation will be paid in October of the following school year after the teacher has returned to the school system and completed the summer program as initially presented to the Board.
6. Credits obtained during the Summer Development Program will not be credited for salary purposes until one year after completion of the summer program at which time credits obtained will be paid at the appropriate rate.
7. A teacher compensated under the above must serve the following year in the Eldred Central School District or within thirty (30) days after resignation, return the monies received. Failure to return such monies within the time specified herein shall give the School District the right to institute action against such teacher for the amount due. In such event the District shall also be entitled to recover its costs, disbursements, and out of pocket expenses as well as reasonable legal fees incurred as a result of such action.

ARTICLE XIX COMPENSATION

- A. Base Salary shall mean the salary set forth on Salary Schedule exclusive of any other compensation payable in accordance with this Agreement.
- B. Step shall mean one year of service for the purpose of advancement from one year's schedule on the Salary Schedule to the next year's schedule on the Salary Schedule.
- C. Teachers shall be paid in accordance with the salary schedules attached, based upon the following:
 - 1) Teachers and long term substitutes currently employed by the District shall be placed on the appropriate step of Schedule A (Salary Scale).

- 2) Teachers who are on or above Step 24 shall move laterally on the salary schedule and shall also receive the longevity payment detailed herein.
- 3) A Teaching Assistant shall be hired by the district at the starting salary equal to fifty percent (50%) of step one of the teacher's salary scale (Schedule A) and advance to 50% of each step on the salary schedule. The teaching assistant will receive 50% of all other remunerations due a teacher on similar step with the exception of tuition reimbursement.

D. **Hiring Salary.** Upon recommendation of the Superintendent, on hiring of new personnel, the Board may in its sole discretion, grant or withhold credit for prior teaching experience and additional professional experience. No policy, practice or course of conduct by the Board heretofore or hereafter existing to grant credit, shall limit or restrict the Board from hereafter granting or withholding credit. New personnel shall be placed on the appropriate step of the Salary Schedule as the Board may determine.

E. **Tenure Differential.** Each teacher who has been or is appointed to tenure status by the Board shall receive monies in addition to base salary payable pro-rated over the term of the school year in each year of this Agreement.

2004-05	2005-06	2006-07	2007-08
\$700	\$750	\$800	\$850

F. **Master's Differential.**

1. Each teacher who has earned or who hereafter earns a Master's Degree from an accredited institution recognized by the Board of Regents of the State of New York shall receive the following in addition to base salary payable pro-rated over the term of the school year in each year of this agreement at the beginning of the next term after the date upon which written claim is filed with the Superintendent.

2004-05	2005-06	2006-07	2007-08
\$1050	\$1150	\$1250	\$1350

2. At the approval of the Superintendent, payment for a second Masters, excluding administrative degrees, may be granted following a program specified in Article XVII, Section B and/or C.

G. **Guidance Counselor and Technology Coordinator:** in addition to any other compensation payable in accordance with this Article, the Guidance Counselor and Technology Coordinator shall receive per hour for added time and responsibilities during the summer recess, not to exceed ten days. The per hour pay is listed in schedule C under Extra Duty Schedule.

H. In addition to any other compensation in accordance with this Agreement, teachers shall receive compensation at the rate specified in Schedule C attached for adult education classes subject to approval of the Superintendent (classes must be 100% funded with tuition).

With the approval of the Administration, teachers shall be compensated at the amount of \$15.00 per hour for home tutoring, with an additional hour of paid prep for each hour teaching.

H. In addition to any other compensation in accordance with this Agreement, teachers covering the class of another teacher shall be compensated at the rate listed in schedule C under Extra Duty Schedule per class.

J. Each teacher shall be compensated at the greater of \$40.00/per event or as specified in Schedule C to chaperon activities approved by the Administration.

K. Each teacher who participates in extra-duty activities shall be compensated in accordance with Salary Schedule C, heretofore attached. Payment will be made upon completion of the activity.

L. In each year of the Agreement, teachers will receive the following upon completion of the school year:

No Sick Leave Used	\$300.00
One (1) Sick Leave Day Used	\$200.00
Two (2) Sick Leave Days Used	\$100.00

M. Upon the approval of the Administration, teachers doing curriculum development during the summer recess, mentoring, or in-service training shall be compensated at the rate listed in schedule C under Extra Duty Schedule per hour.

N. Coordinators will be compensated according to Schedule C, prorated throughout the school year; in addition they will receive the following rate listed in schedule C under Extra Duty Schedule per hour for curriculum development in the summer.

O. Salary and compensation shall be payable on a 1/21 or 1/26 plan. Once a choice is made, it may not be changed during the school year.

P. Accumulation of sick leave days in excess of 250 days will be paid at the rate of \$50 for each accumulated day. Said payment will be made upon completion of the school year.

Q. Longevity. All longevity payments shall include a minimum of service to the Eldred Central School District; refer to the chart below for minimum required. The total amount of longevity paid under this provision shall not exceed \$17,000, in any one year for persons receiving all longevity increments. Longevity increments shall be additions to salary not form part of the salary schedule. Refer to the chart below for longevity payments and steps.

	Complete d Yrs of Service	Completed Step		Completed Step		Completed Step		Completed Step	
2004-05:	19	22	4,000	24	8000	26	12500	28	17000
2005-06:	18	20	4,000	22	8000	24	12500	26	17000
2006-07:	17	20	4,000	22	8000	24	12500	26	17000
2007-08:	16	20	4,000	22	8000	24	12500	26	17000

R. Non-Longevity Payment: Teachers who have completed step 22 of the salary scale but have not completed the requisite years of service to the District shall receive payment of two percent (2%) of his or her current base salary added to his or her compensation. When the teacher completes the requisite years of service with the district, the Non-Longevity payments will stop and the teacher will receive the commensurate "Longevity" payments outlined in the above paragraph.

S. Sick Leave Buy-out. The buy-out of unused sick leave shall be at the rate of \$60 per day for teachers retiring during the term of this contract. The teacher may opt to have some or all of these monies paid to a 403(b) account of their choosing.

T. Summer school shall be payed at a rate of the amount of one-sixth (1/6) of the teacher's base salary divided by one hundred-eighty (180) per hour.

ARTICLE XX GRIEVANCE PROCEDURE

A. Declaration of policy.

In order to establish a more harmonious and cooperative relationship among members of the unit administrators and members of the Board of Education which will enhance the educational program of the Eldred Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions.

1. Administrator/supervisor shall mean any employee responsible for exercising any degree of supervision or authority over another employee.
2. Immediate Supervisor shall mean the next higher-ranking person as designated on the Line and Staff Organizational Chart posted in the Superintendent's office.
3. Representative shall mean one or two persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. Grievance shall be a complaint by a teacher or group of teachers or the Association that there has been a violation of this Agreement.
5. Meetings between the administration and the aggrieved party shall be held at a time agreed upon by both parties.
6. Notice shall be given in writing twenty-four (24) hours before any meetings setting forth the reason for the meeting.
7. File. The act of presenting a written grievance by delivering it to the administrator having jurisdiction thereof.

C. Basic Principles.

1. It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. The time limits presented are to be considered maximums and the time shall be of the essence. The time limits specified for either party may be extended by mutual written agreement.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. Any person called to witness or participate in said procedures shall also be free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of these procedures, except the informal stage, by a member of the grievance committee or duly appointed representative of the association. The Association shall have the right to present its position at any stage of these procedures.
4. All meetings shall be open to only the parties in interest and only they shall have access to all information pertinent to the grievance with the exception of confidential information.
5. It shall be the responsibility of the Chief School Administrator to take such steps as may be necessary to give force and effect to those procedures. Each administrator/supervisor shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated to him or her within the times set forth in this Article.
6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies that relate to, or affect, the employee in the performance of his or her duties. They are not designated to be used for changing such rules or establishing new ones.
7. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons thereof, and shall be promptly transmitted to all parties of interest. Decisions rendered at Level Four shall be in accordance with the procedure set out in paragraph C of Level Four.
8. Forms for filing grievances, service notices, taking appeals and making reports and recommendations, and other necessary documents, will be jointly developed by the Board and the Association. The CSA shall have the forms printed and distributed. Forms will be available in the Chief School Administrator's office or from the President of the Association. All information required by such forms shall be supplied at the time the grievance is filed. Unless otherwise agreed to, existing forms shall be used.

9. In the event a grievance is filed on or after June 1 upon request by, or on behalf of the aggrieved party, the grievance procedure may begin at Level Two in an effort to resolve the grievance prior to the end of the school term or as soon thereafter as is possible.
10. A grievance will be deemed to have been waived unless presented within thirty (30) days after the event or events on which the grievance is based are known or should reasonably have been known by the aggrieved person, except that the end of a school year shall hold such period of limitations until the opening day of the next school year, and that the procedure created by this contract, notwithstanding the expiration of the contract, shall remain in effect with respect to any grievance arising during the term of this contract. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
11. **Group Grievance.** If, in the judgment of the Association's President, a grievance affects a group or class of employees and where more than one immediate supervisor is involved, the President may submit such grievance in writing to the CSA. The grievance shall proceed to Level Two without any requirement to institute the grievance at Level One.

D. Procedures

1. **Informal Stage**
 - a. An aggrieved teacher may orally present a grievance to the employee's immediate supervisor who may informally discuss the grievance with the teacher and resolve it if possible, consistent with the terms of this Agreement.
 - b. Grievances under this section shall not stop the running of time to present a formal grievance. If a grievance is not resolved with the time to present a formal grievance, it shall be barred.
 - c. An aggrieved teacher may not be represented by the Association or any other person at this stage of the proceeding.
2. **Formal Stage - Level One**
 - a. The aggrieved teacher and/or the Association must file a grievance within the time limits prescribed herein in writing with the immediate supervisor. The grievance shall be promptly discussed. The immediate supervisor shall have five (5) school days to decide the grievance. The decision of the immediate supervisor shall be in writing.
3. **Formal Stage - Level Two**
 - a. If the aggrieved teacher is not satisfied with the decision of the immediate supervisor at Level One, or if no decision has been rendered within the time limit prescribed in Level One, the aggrieved teacher and/or the Association may appeal such decision to the CSA within five (5) school days after the last day upon which a decision at Level One was or was required to be made.
 - b. The appeal shall be in writing and shall contain all necessary records and documents filed or used at Stage One of the proceeding.
 - c. The Association shall process only one grievance at this level at any one time.
 - d. The CSA shall decide the appeal within five (5) school days after the date of filing the appeal.
 - e. If the CSA was the immediate supervisor at Level One, the appeal shall be directed to the Board of Education in accordance with Level Three.
4. **Formal Stage - Level Three**
 - a. If the aggrieved teacher is not satisfied with the decision of the CSA at Level One or on appeal at Level Two as the case may be, the aggrieved teacher and/or the Association may appeal such decision to the Board of Education within five (5) school days after the last day upon which a decision at the prior level was or was required to be made.
 - b. The appeal shall be in writing and shall contain all necessary records and documents filed or used at any prior stage of the proceedings.
 - c. Within ten (10) days after filing of an appeal, the Board of Education or a committee thereof shall meet with all parties to the grievance.
 - d. The Board of Education shall decide the grievance within ten (10) days after holding such meeting.
5. **Formal Stage - Level Four**
 - a. If the grievance is not resolved to the satisfaction of the Association at Level Three, the Association shall file a Demand for Arbitration with the District and the American Arbitration Association.

- b. All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or mandated upon and within the sole discretion of the District. The arbitrator shall not make any decision, which violates the terms of this Agreement. The decision of the interpretation and/or application of the terms of this Agreement shall be binding and final, with respect to grievances arising pursuant to Article VII hereof, the authority of the arbitrator shall be limited as herein provided.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

ARTICLE XXI BENEFITS

A. Personal Automobile.

- 1. Personnel who are requested to use their own car for school business during the school day will be compensated at the current IRS rate per mile.

B. Health Insurance

- 1. The District shall participate in the Orange Ulster Health Insurance Plan.
- 2. A plan comparable in benefit level of coverage may be selected subject to the mutual agreement between the parties.
- 3. Health Insurance shall be paid by the District according to the following formula:
 - a) Single premium coverage - 100%
 - b) Effective September 1, 1998: All employee coverage - 100%
- 4. Teachers who have double coverage (both spouses have health insurance coverage) can opt to terminate coverage with Eldred and receive a payment of \$2000 prorated throughout the school year. Notification of this change must be made in September of each year. If coverage is dropped one year, the teacher may opt to pick it up again at no charge any other year. Changes may only be made once per year unless there is a change, which would affect the other spouse's coverage, a change in the family, or employment status.

The District and Association will set up a Section 125-cafeteria plan and other Employee Benefit programs as they may mutually agree.

C. EMPLOYEE BENEFIT TRUST: The District will make a contribution for each unit member of \$700 in 2004-2005, \$750 in 2005-2006, \$800 in 2006-07 and \$850 in 2007-2008 school years. This shall be remitted to the treasurer of the Benefit Trust. The Association shall be solely responsible for the administration of the Trust.

D. Employees will be required to complete ten (10) years of continuous service with the District immediately preceding his/her retirement in order to be eligible to continue health insurance coverage during retirement. The District shall then pay 100% of health insurance coverage during retirement.

E. The Board shall make the appropriate deduction and transmit the same for any employees who wish to participate in either a Tax Sheltered Annuity Plan or to a Savings Account at a designated bank chosen by the Association, or both, provided that such employee shall notify the Board of his desire to participate and that such authorization be in writing. Authorization forms shall be provided by the District.

The Board shall make the appropriate deduction and transmit the same for employees who wish to participate in Voluntary programs and services provided through the NYSUT Member Benefits program, provided that such employee shall notify the Board of his desire to participate and that such authorization be in writing. Signed authorization forms shall be provided to the District by NYSUT Member Benefits.

The employee, NYSUT Member Benefits, and the Association agree to hold the Board free and harmless including cost of litigation, out of pocket expenses, disbursements, and reasonable legal fees

from any and all liability the Board may incur as a result of making such deductions. An independent agent may be employed to manage this program as mutually agreed by the District and Association. 8/1

- F. Teacher aides may be provided in appropriate situations to teachers after consultation between the Administration and the individual teacher.

ARTICLE XXII NON-ABROGATION OF RIGHTS

Nothing in this Agreement shall be construed so that the Board has abrogated its rights, duties, or obligations under the New York State Education Law or the Rules and Regulations of the Commissioner of Education of the State of New York.

ARTICLE XXIII SEPARABILITY AND COMPLETE AGREEMENT

- A. If any part of this Agreement is declared invalid by a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation shall not invalidate the remaining portions of this Agreement.
- B. This Agreement constitutes the complete understanding of the parties and it may not be amended or modified prior to its termination except by written agreement of the parties hereto.

ARTICLE XXIV MANDATED PROVISIONS OF LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXV TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2004, and shall remain in full force and effect and terminate on June 30, 2008.

The undersigned further agree that both parties shall urge ratification by the constituencies of each.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents.

ELDRED CENTRAL SCHOOL DISTRICT

9/9/04
DATE

9/9/04
DATE

DATE

9 SEP 04
DATE

DATE

[Signature]
FOR THE ASSOCIATION

[Signature]
FOR THE DISTRICT

FOR THE DISTRICT

[Signature]
PRESIDENT - BOARD OF EDUCATION

PRESIDENT - BOARD OF EDUCATION

SCHEDULE A SALARY SCALE

Step #	2004-05	2005-06	2006-07	2007-08
1	35,873	37,536	39,199 ✓	40,861
2	36,736	38,399	40,061	41,724
3	37,599 ✓	39,261 ✓	40,924	42,859
4	38,461	40,124	42,059	43,575
5	39,324	41,259	42,775	44,312
6	40,459	41,975	43,512 ✓	45,174
7	41,175	42,712	44,374	46,037
8	41,912	43,574	45,237	46,900
9	42,774	44,437	46,100	47,762 ✓
10	43,637	45,300	46,962	48,625
11	44,500	46,162	47,825	49,488
12	45,362	47,025	48,688	50,350
13	46,225	47,888	49,550	51,213
14	47,088	48,750	50,413	52,075
15	47,950	49,613	51,275	52,938
16	48,813	50,475	52,138	53,801
17	49,675	51,338	53,001	54,663
18	50,538	52,201	53,863	55,526
19	51,401	53,063	54,726 ✓	56,389
20	52,263	53,926	55,589	57,251 ✓
21	53,126	54,789	56,451 ✓	
22	53,989	55,651		
23	54,851			

SCHEDULE B

COACHING SCHEDULE

- A. The compensation below reflects payment for new personnel in these positions. Continuing personnel shall receive increases at a rate of 4% per year in each respective year of this Agreement starting in the 2004-05 school year added to the previous year's salary or the scheduled amount (whichever is greater), provided that the same person fills a field-related position.
- B. Such payment will begin for new personnel listed in Schedule B for the life of this contract.

Position	2004-05	2005-06	2006-07	2007-08
Athletic Coordinator	2,787	2,898	3,014	3,135
Head Football Coach	2,581	2,684	2,791	2,903
1st Assistant (JV)	2,017	2,098	2,182	2,269
2nd Assistant (Modified)	1,753	1,823	1,896	1,972
3rd Assistant	1,753	1,823	1,896	1,972
Head Cross Country Coach	2,581	2,684	2,791	2,903
Assistant	2,017	2,098	2,182	2,269
Head Soccer Coaches (2)	2,581	2,684	2,791	2,903
Assistant (Modified) (2)	2,017	2,098	2,182	2,269
Head Basketball Coaches (2)	3,314	3,447	3,585	3,728
Assistant (JV) (2)	2,710	2,818	2,931	3,048
Assistant (Modified) (2)	2,123	2,208	2,296	2,388
Head Baseball/Softball (2)	2,581	2,684	2,791	2,903
Assistant (Modified) (2)	2,017	2,098	2,182	2,269
Head Track Coach	2,581	2,684	2,791	2,903
1st Assistant (JV)	2,017	2,098	2,182	2,269
2nd Assistant (Modified)	1,753	1,823 ✓	1,896	1,972
Head Golf Coach	2,581	2,684	2,791	2,903
Assistant (Modified)	1,288	1,340	1,394	1,450
Cheerleading Advisor – Football	1,161	1,207	1,255	1,305
Cheerleading Advisor – Basketball	1,691	1,759	1,829	1,902
Head Wrestling Coach	2,581	2,684	2,791	2,903
1 st Assistant	2,017	2,098	2,182	2,269
2 nd Assistant	1,753	1,823	1,896	1,972
 Basketball Clock/Scoreboard Keeper	36	39 ~	42	45
Basketball Shot Clock Keeper	25	27	29	31
Scoreboard Keeper - Soccer & Baseball	47	50 —	53	56
Home	33 ~	36	39	42
Away	38	41	44	47
P/GAME Scorekeeper/Clock Keeper – Soccer	25 -	27	29	31
Videotaping Varsity – Home	36	39	42	45
Videotaping Varsity – Away	42	45	48	51

SCHEDULE C

EXTRA DUTY SCHEDULE

Payment will begin with the current school year. As a measure of accountability, each teacher/advisor shall prepare an annual report for the administration, which will summarize the activity, number of students involved, and other significant events. Continuing personnel shall receive increases at a rate of 4%/year in the respective years of this Agreement starting in the 2004-05 school year (added to the previous year's salary) or the scheduled amount (whichever is greater).

POSITION	2004-05	2005-06	2006-07	2007-08
E.C.S. Yearbook	2,559	2,661	2,767	2,878
Assistant	1,466	1,525	1,586	1,649
Mackenzie Yearbook	1,270	1,321	1,374	1,429
Annual theatrical production	2,000	2,300	2,600	2,900
Annual theatrical production Assistant	1,000	1,150	1,300	1,450
Drama-Evening Productions	803	835	868	902
Senior Class	803	835	868	902
Junior Class	803	835	868	902
Sophomore Class	510	530	551	573
Freshman Class	510	530	551	573
8th Grade Class	510	530	551	573
6th Grade Class	510	530	551	573
Curriculum Coordinator	1,200	1,300	1,400	1,500
Honor Society	803	835	868	902
Audio Visual	627	652	678	705
Varsity Club	510	530	551	573
Student Council (per person)	510	530	551	573
Skiing Coordinator	510	530	551	573
Newspaper	510	530	551	573
SCIL Coordinator	510	530	551	573
Peer Mediation	510	530	551	573
Peer Mentoring	510	530	551	573
Students Against Drunk Driving	510	530	551	573
Clubs	686	713	742	771
Music (per event-per teacher)	69	72	75	78
Art/Unified Arts (per event per teacher) **	69	72	75	78
Phys Ed Evening (per event per teacher)	69	72	75	78
Chaperone – Dances (per event)	69	72	75	78
Chaperone – Concerts (per event)	36	39	42	45
Marching Band (per event)	90	93	96	99
Adult Education (per hour)*	41	44	47	50
Extra Duty (Mentoring, In-service, Class Coverage, Summer Curriculum Work, Summer Guidance Work, Detention, Homework Hall, etc.)	26	27	28	29

SCHEDULE B COACHING SCHEDULE

(revised October 13, 2006)

- A. The compensation below reflects payment for new personnel in these positions. Continuing personnel shall receive increases at a rate of 4% per year in each respective year of this Agreement starting in the 2004-05 school year added to the previous year's salary or the scheduled amount (whichever is greater), provided that the same person fills a field-related position.
- B. Such payment will begin for new personnel listed in Schedule B for the life of this contract.

Position	2004-05	2005-06	2006-07	2007-08
Athletic Coordinator	\$2,787	\$2,898	\$3,014	\$3,135
Head Football Coach	2,581	2,684	2,791	2,903
1st Assistant (JV)	2,017	2,098	2,182	2,269
2nd Assistant (Modified)	1,753	1,823	1,896	1,972
3rd Assistant	1,753	1,823	1,896	1,972
Head Cross Country Coach (2)	2,581	2,684	2,791	2,903
Assistant	2,017	2,098	2,182	2,269
Head Soccer Coaches (2)	2,581	2,684	2,791	2,903
Assistant (Modified) (2)	2,017	2,098	2,182	2,269
Head Basketball Coaches (2)	3,314	3,447	3,585	3,728
Assistant (JV) (2)	2,710	2,818	2,931	3,048
Assistant (Modified) (2)	2,123	2,208	2,296	2,388
Head Baseball/Softball (2)	2,581	2,684	2,791	2,903
Assistant (Modified) (2)	2,017	2,098	2,182	2,269
Head Track Coach (2)	2,581	2,684	2,791	2,903
1st Assistant (JV)	2,017	2,098	2,182	2,269
2nd Assistant (Modified)	1,753	1,823	1,896	1,972
Head Golf Coaches (2)	2,581	2,684	2,791	2,903
Assistant (Modified)	1,288	1,340	1,394	1,450
Cheerleading Advisor – Football	1,161	1,207	1,255	1,305
Cheerleading Advisor – Basketball	1,691	1,759	1,829	1,902
Head Wrestling Coach	2,581	2,684	2,791	2,903
1 st Assistant	2,017	2,098	2,182	2,269
2 nd Assistant	1,753	1,823	1,896	1,972

The following rates are for each Varsity or JV Game unless otherwise noted.

Basketball Clock/Scoreboard Keeper	36	39	42	45
Basketball Shot Clock Keeper	25	27	29	31
Scoreboard Keeper – Soccer, Base/Soft Ball, Wrestling				
Varsity Only	47	50	53	56
Scorebook keeper – Base/Soft Ball, Basketball, Track, Soccer, Wrestling				
Home	33	36	39	42
Away	38	41	44	47
Score/Clock Keeper Mod Basketball	25	27	29	31
Videotaping Varsity – Home	36	39	42	45
Videotaping Varsity – Away	42	45	48	51

Effective Date of revisions shall be July 1, 2006

MEMORANDUM OF AGREEMENT

Between

Eldred Central School District

And

The Eldred Central School District Faculty Association

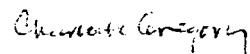
October 15, 2006

It is agreed by both the district and the association that the following shall be added to Article XIX and labeled section V of the contract.

ARTICLE XIX COMPENSATION

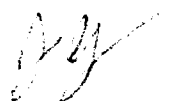
V. Teachers who teach a college credit granting course shall be granted an additional preparation period or paid for an additional preparation period at the rate agreed to in Schedule C.

For the District



Charlotte Gregory
Superintendent

For the Association



Joshua Glantz
President

MEMORANDUM OF AGREEMENT

Between

Eldred Central School District

And

The Eldred Central School District Faculty Association

October 13, 2006

Modification of the Schedule B Coaching Schedule:

Schedule B of the 2004-2008 teachers' contract shall be replaced by the attached "Schedule B Coaching Schedule (revised October 13, 2006)." The specific changes are the addition of the following phrases and/or amounts (**in bold**) for clarification:

The following rates are for each Varsity and/or JV game unless otherwise noted.

Position	2004-05	2005-06	2006-07	2007-08
Head Cross Country Coach (2)	2,581	2,684	2,791	2,903
Head Track Coach (2)	2,581	2,684	2,791	2,903
Head Golf Coaches (2)	2,581	2,684	2,791	2,903

The Revised Schedule B Coaching Schedule attached to this MOA (and marked as revised on October 13, 2006) shall replace the previous version and be incorporated into the contract. This schedule shall be made effective as of July 1, 2006.

For the District

Charlotte A. Gregory
Charlotte Gregory
Interim Superintendent

For the Association

Joshua Glantz
Joshua Glantz
President

*Held mtg 10/6/06
Present: Bob B., Josh G., and CG
Agreed to 3 of 3*